

1887-050 Chancery Causes: Stokley Lawson vs. Claiborne Roberts
Lee Co.

2 Plats

CA-Contract Dispute
T-Property

-Deed

To the Hon. John A. Kelly Judge
of the Circuit Court of Lee County,
Virginia:

Your orator Stokely Lawson
Humbly Complaining would re-
spectfully represent that heretofore
on the 14th day of April 1885, your
orator, purchased from one
Melaburn Robert, a certain
boundary of land, situated in
Lee County Virginia, and which at
the time was laid out, and marked
by your orator and said Robert,
and contains a little over 14 acres,
for this marked boundary your
orator was to pay the price of
one hundred dollars, fifty of
which was paid down, and a note
for fifty executed for the residue.

The said Robert made and exe-
cuted to your orator a title bond
for a good & sufficient deed
for said marked boundary when
the purchase money was fully
paid. - Soon after the note fell
due said Robert warranted before
a Justice for the same when your
orator, demanded the same to be
returned to the County Court for trial.

where the same is now pending-

Your orator would now show that said Roberts claims title under one Lewis Stapleton, who claims the same by patent; your orator has had the same accurately surveyed and here files a plat report of the same, by which it will be seen that said Roberts has not title to only a little over seven acres, so that he can not nor can your orator under him hold that quantity. He avers therefore that said Robert can not make a sufficient deed to only about half what he sold your orator. In fact he has made no conveyance at all.

Your orator is advised he should convey before he can collect the residue of purchase money and as advised he ought to give a transcript of his title and show by what right he assumes to make conveyance - The said Roberts surrendered the possession of said land so far as he could, the same being in woodland, as there is a paramount claim asserted over

seven acres thereof. The object
of this bill is to enjoin the said
Clabourn Roberts from collecting
said purchase money until he
makes and files a good and suf-
ficient deed for the same; and
until he files a transcript of the
title under which he holds.

If your orator should loose the
said seven acres he would not
owe the said Roberts anything.

He prays therefore that said Clabourn
Roberts be made a party defend-
ant to this bill & answer its alle-
gations on oath & upon a hearing a
decree be rendered perpetually en-
joining the collection of said
purchase money & compelling said
Robert to convey that portion al-
ready paid for, and for all other
further & general relief may
appear in and to.

A. L. Pickens

Stokely Lawson

73

Bill Chy.

C. Roberts

Injunction awarded. The defendant, Stokely Lawson, hitherto confessed Judge, went with release of error in the county court of his county, but this injunction is only to be come operation when the defendant Stokely Lawson appears before the Court of this county. The Court of this county is bound in the penalty of \$100. and travel to pay all costs and damages should this injunction be hereafter dissolved. July 20th 1886
C. T. Duncan

Virginia de County to wit -
This day Stokely Lawson personally appeared before me the undersigned and made oath that the facts set forth with foregoing bill be for as made upon his own knowledge, is true - as far as made upon information received from others he believes them to be true. Given under my hand this
July. 18th / 86.
J. A. Whipple C. C.

1886. Sept Bill filed
Spa Expd, & D. M. H.
" Oats, D. & Confd.
+ Cause set for trial
" Nov Decree for
Survey & Contd
" Mar Contd
" Aug Decree final

Defts Cost

6 7.00 to Aug 187

\$ 50

Sum 10.00

Ch. c. 3 00

A 15.00

\$ 35.00

To the Hon John A. Kelly Judge of
the Circuit Court of Lee County Virginia;

The Answer of Claiborne Roberts to a Bill
filed in this Honorable Court against him by
Stokely Lawson;

Respondent says it is true that the plaintiff
about the time stated did purchase from him a
small parcel of land, but the quantity, or area the
same was not known situated in Lee County, but it
is not true that the entire boundary was marked
and laid out as alleged by the plaintiff, it was
only partially so marked and laid out or circum-
scribed. The fact is Respondent only sold the
plaintiff to a line agreed upon between them, and
the plaintiff was to have all respondents land
beyond or up to that particular line so agreed upon
between them for the sum of One hundred dollars
fifty of which was paid down, and for the remaining
fifty a note or bond was executed by the plaintiff to
Respondent, and the same has been put in suit
as alleged by the plaintiff.

It is also true that at the time Respondent did
execute to the plaintiff his bond for a good & sufficient
title to the land sold him, when the purchase money
therefor should be paid. And this Respondent is now
ready and willing to execute and acknowledge
for record a deed of conveyance for said land in
conformity to the requirements of said title bond, and
to be delivered to the plaintiff when the purchase money

therefor shall be paid; But the plaintiff has not yet
his bill exhibited his said title bond, and this respondent
not remembering the description of the land as set out
in said bond, has thus far been unable to execute
a deed of conveyance in conformity thereto. Respon-
-ndent therefore prays that the plaintiff be required
to file said title bond in the cause, so that respondent
can make him a deed of conveyance of the same
in the cause on the condition stated:

It is also true that this respondent claims title
to the land sold the plaintiff under one Lewis Stapleton
who was the patentee thereof from the Commonwealth of
Virginia, and respondent here admits, that if the
three patents, issued by the Commonwealth of Virginia,
to Lewis Stapleton, hereafter referred to and made exhibit
with this answer, do not cover and embrace the
land sold the plaintiff, then to the extent they do not
embrace it, respondent has no title, but respondent
avows that said three patents do embrace & cover
the land sold, and that he has good title thereto:

By patent bearing date March the 10 1848 and here
filed marked (A13) there was granted by the common-
wealth of Virginia to said Lewis Stapleton 50 acres of
land situated in said county of Lee & by a like patent
dated June the 1st 1855 and here filed marked (A16)
there was granted to said Stapleton by the commonwealth
another tract of 13 acres adjoining the first, and by a
like patent dated July the 1st 1858 & here filed marked (A17)

there was granted to said Stapleton by the Commonwealth
a third tract adjoining the others containing 12 acres.

By deed dated Feb. 19 1876 ^{and here filed marked (A)} there filed marked (A) the said Lewis Stapleton wife conveyed to one John Lawson said three parcels of land, so granted by the Commonwealth of Virginia to said Stapleton and
by deed dated August the 24 1881 ^{and here filed marked (B)} the said John Lawson wife conveyed to this respondent - Claiborne Roberts said three parcels of land so that respondent has title to all the land covered by said three patents.

Respondent states however that in the deed made by said Stapleton wife to said John Lawson when they came to set out the miles and bounds of the land covered by the second of said patents, by a mistake or an oversight of the writer thereof the call in said Patent N. 63° W. was written N. 3° W. making a variance of 60° degrees, and in the deed of conveyance made by said Lawson wife to your respondent the same error was committed the latter having been written by the former deed.

But respondent is advised that as said Stapleton intended to convey all the land covered by said three patents to said Lawson & the latter intended to convey the same to respondent and the said variance being a mere clerical error a court of equity will correct the said error and so reform said two deeds as to correspond with said patents.

It may be true that the plaintiff has had certain lands surveyed and a plot thereof made, but it

does not follow that the boundary of land so surveyed and laid out, is the same boundary sold by respondent to the plaintiff and respondent denies that said survey and plot does cover correctly the land sold.

If respondent is not mistaken in where his lines run, and he does not believe he is, he has good right and title to all the land sold Plaintiff, and he therefore charges that the plaintiff's statement where ^{he} alleges that respondent has only title to about 7 acres of the land, is untrue and without foundation.

It is also true that at the time of said sale respondent as far as he could gave the plaintiff the possession of the land sold him.

Respondent denies that there is any permanent claim set up by any one to any part of said land and if any claim of any kind has ever been set up by any one to any part of said land respondent is ignorant of the fact.

Respondent having now answered the plaintiff's bill as fully as he is advised it is material to answer the same, he now denies each and every allegation therein not before denied confessed and avoided & he now prays that the Injunction heretofore issued the plaintiff be dissolved. The Plffs Bill dismissed & Respondent demand his costs.

J M Morgan
H J Morgan

I do swear that the statements in the foregoing
answer so far as made on my own knowledge are
true and so far as made on information derived
from others I believe them true so help me god.

C. C. Roberts

Sworn to before me by Ebenezer Roberts Nov. 17 1886.

Henry J. Morgan Com.

Claiborne Roberts

Ans. } Answer

Stokely Loomis

Stokeley Lawson plff

Against

E. Roberts defd.

In Chy.

This Cause came on this day again to be heard upon the papers formerly read and the report & survey of L. M. Larmical, filed August 5th, 1887 to which there are no exceptions and was argued by Counsel - On consideration whereof and for reasons ~~to it~~ appearing to the Court, the injunction heretofore awarded in this Cause is perpetuated as to the sum of \$17.25 as of the day of the sale, to the plff being the price of the land sold to him and, to which said defendant has no title - And upon the defendant, filing a deed with Covenants of general warranty, ~~conveying the same~~ by himself and wife properly acknowledged, conveying the residue of said land so sold and file the same with the papers in this Cause or ~~or~~ deliver the same to the clerk of this Court as an exhibit, to be delivered with

Lawson
Roberts
2 Dec 21 1887

Entered page 75 -
C. E. Hooker No. 3.
J. H. G. Hyatt.
cc.

And should the defendant fail to file said deed
and bond then execution may issue in favor of the
plff for the costs of this suit after 60 days.

when the residue of the purchase
money shall be paid as herein
after decreed - and also a bond
in the penalty of \$200 ^{with good security} conditioned
to come harmless the said plff
and his executors from any suit
damage or recovery by Lewis
Stapleton or his ^{wife or their} executors, ~~or his~~
~~wife~~ by reason of any claim
to or obligation upon said land
hereafter, ~~to be asserted by~~
them. the said Stapleton & wife or
either of them. Then upon the
delivery of said deed & bond
to the Clerk of this Court, the
residue of the said judgment
shall be paid by the plff, to the
defendant - And to that extent
the injunction is dissolved ^{without damages} as to the
sum of \$32.75 and interest thereon
from the day of 188.
And this sum is decreed to be a
lien upon said land, subject to
the credit for the costs of this suit
which are adjudged to be paid
by the defendant ~~for~~ to the plff,
on said sum of \$32.75. And the
Cause is stricken from the docket with
leave to either party to re-instate the
Cause for the purposes of enforcing
this decree.

Stokely Lawson

vs.

Clairborne Roberts

Plff

Def

In Chy

On Motion of the deft leave is granted him to file his answer and the same was thereupon filed, and the cause was then brought on to be heard on the bill of the plaintiff & exhibits therewith, the answer of the defendant and exhibits therewith, and both argued by counsel, And it appearing that to determine the issue in the cause an actual survey of the land in dispute ~~is~~ is necessary. It is therefore adjudged ordered and decreed that S. M. Baronschack the surveyor of Lee County do go upon the land which is the subject of dispute and survey and lay out the three tracts of land according the notes and bounds as shown by the three patents of the commonwealth of Virginia, to Lewis Stapleton filed as exhibits with the defendants answer marked A, B, & C. & he will then survey and lay down the piece or parcel of land sold by the defendant to the Plaintiff, and if the parties differ as to the boundary sold, then said Surveyor will lay down the same according to the claim of the plaintiff, and also according to the claim of the defendant. And he will report his action to the Court, and the cause is continued

Stohely Lawson

as $\frac{1}{2}$ Damm N. 1. - for survey
3

Clairbourne Roberts

Entered 563.

J. A. Hyatt & Co.

Enter this
Nov. 25 1886.
J. A. K.

Be all the blue shade except this angle of 374 poles = 2. 1. 14 you may rely on
 this being nearly right - if not exactly although some of it was guess work.

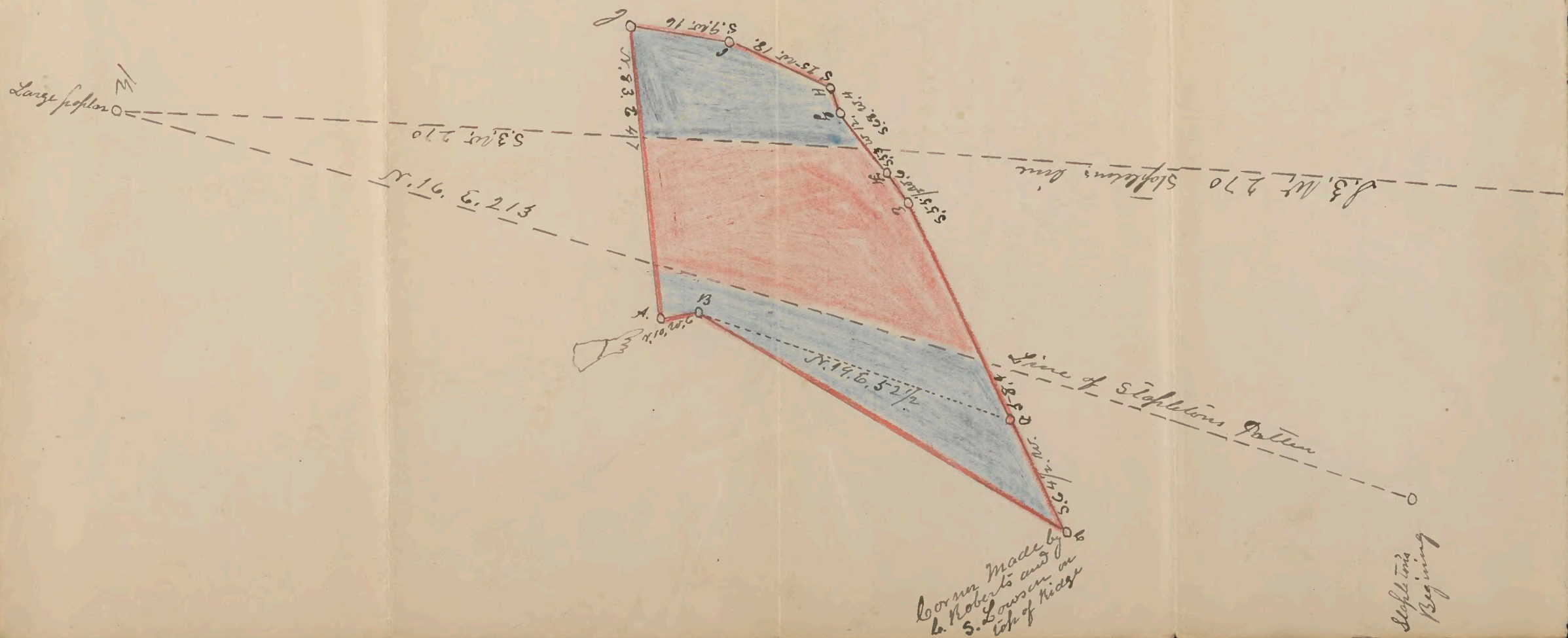
Respectfully
 Geo. M. Lee

Being called on by Stokely Lawson to run out a Parcel of land sold to him by Claiborne Roberts as per bond, and the showing of Stokely Lawson and his son, Thomas, I began at A. Thence to B. Thence with the black dotted line to D. running with a marked line, but the Lawsons said Roberts had sold them to (C) 20 poles N.E. of D. which would be a straight line from B. to C. D. Then ran with a marked line, marked by Roberts and Lawson (as shown by Lawson's) C. to E. to F. to G. to H. to I. to J, and thence to the Beginning. I then was showed the Large paper at K. and ran the two long dashed lines from the courses of Stokely's Patent, and from this showing Stokely's title which Roberts claims under, will only hold the land that lies between those lines, and as shown on the plat, (Shaded red.) The part in blue shade is the Deficit or the fall off. That Roberts sold Lawson, that he can't make title to, which amounts to Seven acres one rood and thirty one poles

Whole Amount sold Lawson	A. R. P.
	14. 3. 10
Amount of, covered by Stokely's title as shown on plat (red shade).	7. 1. 19
Amount of deficit as shown on plat in blue shade	7. 1. 31

you will observe the bond calls for a marked line which I found from B. to D. in the dotted line, but Roberts sold to C. but from B. to C. I did not find any marked line only the corner at B. & corner at C. at all events the fall off will &

Stokely Lawson
From } Plat of land
Clabe Roberts



$$\begin{array}{r}
 600157 \\
 27285 \\
 \hline
 572872 \\
 .84 \\
 \hline
 5727.88
 \end{array}$$

$$\begin{array}{r}
 49423 \\
 27369 \\
 \hline
 220.54 \\
 572872 \\
 \hline
 594922
 \end{array}$$

Stockley Lawson
as ³ Surveyors
Report
C. Roberts

Filed Aug. 1st 1882
J. A. Hyatt & Co.

\$ Value of land lost \$17.18
There being 2 acres & 17 poles
lost of the quantity sold.

plat as black solid lines were agreed upon and
 shown by both parties as the boundary lines
 of the lands in controversy, and contain
 Twelve acres & forty-six square poles
 The amount of land covered by Patent (marked A B)
 that is the blue shaded spot between the
 red solid lines is 10 Acres & 29 sq. P. leaving
 a deficiency of 2 Acres & 17 sq. P. - If, however,
 as before stated we allow no variation and count
 the area between the dotted lines A E & E D -
 E D nearly agreeing with the marked conditional
 line F G - the fall off is 1 acre & 102 sq. P. The
 amount of land between sd dotted lines & with
 in the black solid lines being 10 acres &
 104 sq. P. At which is most Respect
 Submitted - This the 28th day of July
 1887 - J. M. Carnical S. L. C.

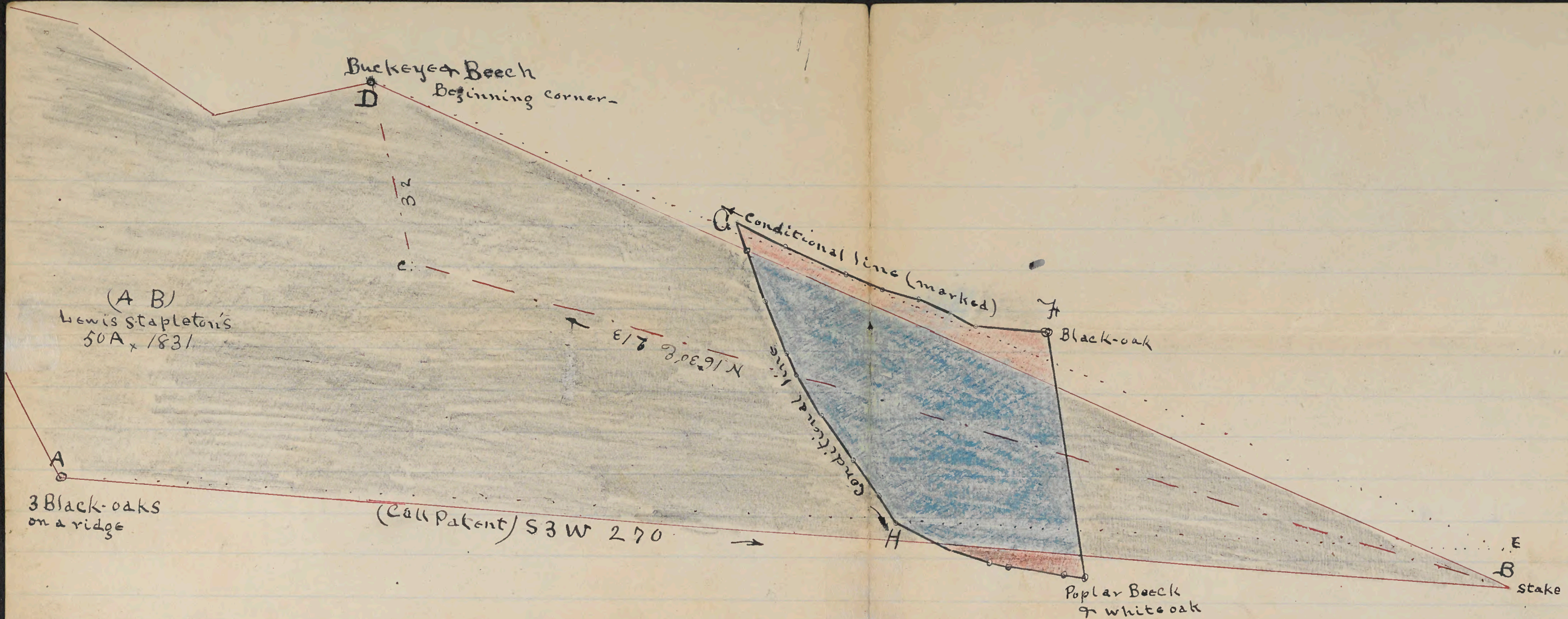
Bill Cost

J. M. Carnical Surveyor

Mileage	2.00
Surveying	5.55
Plotting & Reporting	2.45
	<u>\$10.00</u>

Chain Carriers

Emory	Gobbles 1 1/2 days	\$1.50
Phillip	Walding "	1.50
		<u>\$3.00</u>



Stuckley Lawson
 vs
 C Roberts } Bill Chuy

Pursuant to an order of The Circuit Court of Lee County Va dated Nov 24th 1869 I have surveyed & laid out the lands in controversy in the above styled Cause - according to the following plat and report - The defendant, not claiming that either of his patents would hold the lands in dispute, except the one herewith filed marked A B, deemed it unnecessary to run the other patents filed in this cause -

On order to locate said 50A patent dated the 15th of May 1831 - we began at (A) "3 small blackoaks on top of a ridge", only one black-oak standing - But Mr Lewis Stapleton showed me this tree to be one of the

three blackoaks called for in said patent - and the plff. Stuckley Lawson agreed to its being such, though he said - he did not know where the corner was - thence S 3 W 270 poles (I allowed 1 1/2 this being the sci-entific variation) At least I find this to be about the variation on surveys of this date - in all 270 poles to (B) a stake thence N 16° 30' E 213 poles to the beginning I run on N 17° 30' E 213 poles to (C) 32 poles west of (D) The "Buckeye & beech" the beginning corner of said 50A tract - At said point D stood a buckeye stump, sd Stapleton (Lewis) showed me to be the beginning corner of his fifty acre survey herewith filed - plff admitting the same - I went to this point and run to stake (B) (course & distance being S 24 1/2 W 232 poles) -

Had I run on the S 3 W allowing no variation I would have run the dotted lines A E & E D which makes a difference of 75 square poles in favor of Deft Roberts - To locate the lands in dispute I began at (F) thence with a marked line Deft claims to be a conditional line made some 12 years ago by & between Amos Roller & Lewis Stapleton adjacent-land-holders - both parties agreeing with a line to its being the line called for in bond for the sale of said land - thence N 79½ E 10½ poles to a black-oak N 4 E 13¾ poles to a small white oak N 30 E 5¾ po to a black-oak N 23¼ E 6¾ po to a black-gum - N 15½ E 7 po to a sourwood N 20½ E 7 po to two sourwoods N 30 E 2¾ po to a hickory N 20 E 9¾ po to a poplar N 25½ E 9¾ poles to (G) a small hickory on a line marked & agreed upon by said parties S. Dawson & C. Roberts when sd Dawson purchased - Thence with said marked line S 69½ W 5½ poles S 70½ W 8¾ poles to a chestnut S 68 W 10 po to a chestnut S 64 W 5¾ po to a chestnut S 59 W 8¾ poles S 55 W 10½ po to a chestnut S 53½ W 8 po to a black-gum S 70 W 2½ to a black-oak - at (H) S 27½ W 9 poles S 17 W 7¾ po to a black-gum S 12 W 3½ po to a dogwood S 10 W 4 po to a dogwood S 9 W 6 po to a dogwood S 11 W 4 poles to a poplar beech & white-oak a corner to an old survey thence a straight line N 82 E 45½ poles to F the beginning - These lines laid down on

Raleigh T. Daniel Esquire Lieutenant Governor acting as Governor of the Commonwealth of Virginia:

To all to whom these Presents shall come—GREETING: Know Ye, That in conformity with a Survey, made on the *fifteenth* day of *May* one thousand eight hundred and *thirty one* by virtue of Land Office Treasury Warrant, No. *7193*

there is granted by the said Commonwealth, unto *Lewis Stapleton*

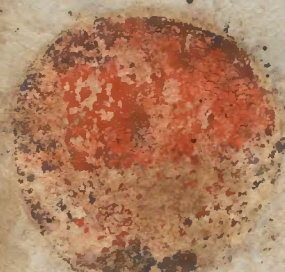
a certain Tract or Parcel of Land, containing *fifty acres*, lying and being in the County of *Lee*, on the east fork of *Black water*, and bounded as follows, to-wit: Beginning at *the place where the creek crosses a line of Section Lewis on the South side of the Creek*; and a said line *N 12 W* (crossing the creek) *30 poles* to a *hickory* by a road, the beginning corner of this entry *N 38 E* *28 poles* to a *white oak* on the side of a ridge *N 75 E* *36 poles* to *2 hickories* on a flat in the ridge *S 61 W* *72 poles* to *three small black oaks* on said ridge *S 3 W* *240 poles* crossing the creek to a stake then *N 16 30" E* *213 poles* to the Beginning, with its appurtenances

TO HAVE AND TO HOLD the said Tract or Parcel of Land, with its appurtenances, to the said

Lewis Stapleton

and his heirs forever.

An Witness Whereof, The said *Raleigh T. Daniel Esquire Lieut. Governor acting as* Governor of the Commonwealth of Virginia, hath herunto set his hand, and caused the Lesser Seal of the said Commonwealth to be affixed, at *Richmond*, on the *Tenth* day of *March* in the year of our Lord one thousand eight hundred and forty *Eight* and of the Commonwealth the seventy *Second*



R. T. Daniel

Lewis Stapleton hath sold to the within granted land
B. M. Charles Aug. 2. 1792

Lewis Stapleton

Sonares

Lee

(A B)

Book 100 pa. 7.

Henry A. Wise

Esquire, Governor of the Commonwealth of Virginia:

To all to whom these Presents shall come, Greeting: Know Ye, That in conformity with a Survey made on the *fourth* day of *May* one thousand eight hundred and *fifty two* by virtue of Land Office Treasury Warrant No. *20,043*

there is granted by the said Commonwealth, unto

Lewis Stapleton

a certain Tract or Parcel of Land, containing *Twelve acres*, lying in *Lee County*, on the *East fork* of *Blackwater*, and bounded as follows, *Viz: - Beginning at a white oak in a line of a survey of Wm Roberts, N. 15° W. 60 poles with said line to a white oak on a strong point N. 65° E. 68 poles to two dogwoods & a bunch of hickory sprouts in a hollow, S. 32 1/2° E. 18 poles to a stake in a line of S. Stapleton's land, S. 60° W. 50 poles to a large white oak, S. 15° W. 50 poles to the beginning, with its appurtenances*

TO HAVE AND TO HOLD the said Tract or Parcel of Land, with its appurtenances, to the said *Lewis Stapleton* and his heirs forever.

In Witness whereof, The said

Henry A. Wise

Esquire,

Governor of the Commonwealth of Virginia, hath hereunto set his hand and caused the Lesser Seal of the said Commonwealth to be affixed, at RICHMOND, on the

first

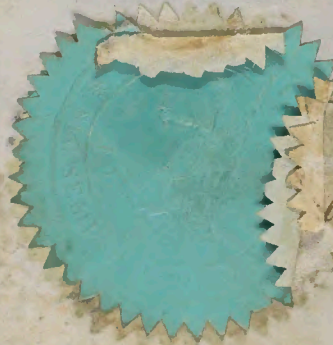
day of

July

in the year of our

Lord one thousand eight hundred and fifty *eight* and of the Commonwealth the *eighty second* -

Henry A. Wise



11689
Lewis Stapleton hath title to the within grant
D. W. Parker,
Rec. S. Office

Lewis Stapleton

12 acres

Lee Co.

(75)

Book 115, Page 51

This indenture made this the nineteenth day of February in the year of our lord one Thousand Eight hundred and seventy six by and between Louis. Stapleton and Sinthy his Wife of the County of Lee and State of Virginia of the one part and John. Gausson, and ~~James~~ Margret. his wife, and there heirs of the other part of ^{the} County aforesaid, witnesseth that the said Louis Stapleton & Sinthy his wife, for and in consideration of five hundred. dollars in hand paid there receipt whereof is here by acknowledged do. grant bargain and sell. un to the said John. Gausson, and Margret his wife and ther heirs, a certain tracts or parcels of land, lying and being in the county of Lee and State of Virginia aforesaid lying on the South East fork of Black Water, first containing fifty acors. and bounded as follows. Beginning on a buckeye, and beach, one a line of Hutson. Gausson on the south side of the creek, With said ~~with~~ line N. 12. poles to the creek up the creek. to a black, gum, corner. on Jefferson Chandelers line. and with the same to the top of the Stone Ridge to a stake, with the same S. W. to three small Black oaks. on Louis. Stapletons old line on said ridge S 3. W. 240 poles, crossing the creek to a stake thence N 6. E. 213 poles. to the Beginning, alsoe two other adjoining entrees first containing 12. acors. lying in said County, on the East fork. of Black. Water, and Bounded as follows to wit Beginning a white oak on a line of a survey of Wm. Roberts. N 15. W. 60. poles. with said line to a white

oak on a stoney point N 65. E. 68. poles to two dogwood.
A bunch of hickys sprouts in a hollow S 32. E. 18. poles
to a stake in a line of said Stapletons land S 60. W 50.
poles. to a large White oak S. 15. W 50 poles. to the
Beginning, 2 ~~and~~ entry containing 13 acres more or less.
lying in Lee County on the South East fork Black
Water and bounded as follows. Beginning on a hickory
in a field on a line of said Stapletons land and
alsoe a line of survey made in the name of Wm
Roberts & with said line S. 50. W 14. poles to a large
white oak corner. to said land. thence N 3. W 70. poles
to a stake corner. to a survey made in the name of
Walter Preston and with a line thereof S 16. W 8. poles
to hickory and sugar tree. thence S. E. to near the
top of the cedar knob. to said Stapletons line
to a hickory and black oak. thence with ~~the~~ said
said line back to the Beginning, with all its
appertinence therunto to have and to hold the
said tracts or parcel of land. with all its apper-
tainence unto John Gausson & Margret his wife and
there heirs to there soule use and behooff. unto
the said John Gausson & Margret his wife and
there heirs do covenant. with the said Gausson
wife and there heirs that Louis Stapleton and
Sinty his wife to the tracts or parcels of land
with all there appertinences unto the said John
Gausson and his wife and there heirs. against all claims
of all persons. whomsoever. shall forever warra-
nt. and defend. forever. unto the said John Gausson
and Margret his wife and there heirs and if the
said John Gausson. and Margret his wife and there heirs

Fails to comply with a Bond that I hold on
them this deed is to be void other wise to remain
good, in witnesseth whereoff. Louis Stapleton and
Sinty his wife hath here unto set there hands and
offs fixed there seals. the day and year first above
written signed sealed and delivered in the presence
of us.

Louis Stapleton
Sinty ^{her} Stapleton ^{seals}

Virginia Lee County to wit.

I Thomas McPherson a justice of the peace for the county
of Lee and State of Virginia do certify that Louis
Stapleton whose name is signed to the writing
above or hereto annex bearing date on the 19th day of
February 1876 have acknowledged the same before
me in my county aforesaid given under my hand
this the 19th day of February 1876.

Thomas McPherson, J.P.

Virginia Lee County to wit

I Thos. McPherson & Stokley Gausson justices of the peace
do certify that Sinty Stapleton the wife of Louis
Stapleton. whose names are signed to the writing
above or hereto annex, bearing date on the 19th day
of Feb 1876 personally appeared before us in the county
aforesaid and being examined by us privately and apart
from her husband and having the writing aforesaid
fully explained to her she the said Sinty Stapleton
acknowledged the said writing to be her act and declared
that she had willingly executed the same and does not
wish to retract it given under our hands. Stokley Gausson J.P.
this the 19th day of Feb 1876. Thos McPherson J.P.

Lee County Court Clerk's office the 21st day of July 1876
The foregoing Deed between Lewis Stapleton and Linty
his wife of the first part. and John Lawson of the se-
cond part. all of Lee County Va. was this day filed in
this office and admitted to record upon the certificate
of Thos. McPherson & Stohley Lawson Two Justices of the
peace in and for the County & State aforesaid.

Teste John R. Gibson Clk.

John Lawson
~~John Lawson~~

Lewis Stapleton & wife

Recorded in Deeds

Book 1217 Page 435

John R. Gibson Clk.

(A2)

61.25
51.00
12.25

Filed July 21st 1876

Admitted to record
John R. Gibson

This Deed and indenture made this the 24th
day of August 1881 by and between John Lawson
and Margaret Lawson his wife of the County of
Lee and State of Virginia of the one part
and Claiborne Roberts and Athalina Roberts
his wife their heirs &c of the other part of
the County and State aforesaid witnesseth
that the said John Lawson and Margaret
his wife for and in consideration of the
sum of One Hundred and Twenty Five Dollars
in hand paid the receipt of which is
hereby acknowledged do grant covenant
sell and convey unto the said Claiborne
Roberts and Athalina his wife their heirs &c
~~the~~ certain tracts ^{or parcels} of land lying and being
in the County of Lee and State of Virginia on
the South East fork of Blackwater Creek.

The first tract containing fifty acres more or
less and bounded as follows: Beginning on
a buckeye and beech on a line of Hutson
Lawson's on the South side of the Creek with said
line N. 12 poles to the Creek; Up the Creek to
a black gum cornering on Jefferson Chandler's
line and with the same to the top of the
stone ridge. To a stake, with the same south-
west to three small black oaks on Lewis Stapleton's

old line on said ridge; South 3 N 270 poles
crossing the creek to a stake; thence N 16 E 218
poles to the beginning; also two other adjoining
entries first containing 12 acres lying in
said County on the east fork of Blackwater
Creek and bounded as follows, viz: beginning
on a white oak on a line of a survey
of William Roberts N 15 W 60 poles, with
said line to a white oak on a stony point
N 65 E 68 poles to two dogwoods and bunch of
hickory sprouts, in a hollow; S 32 E 18 poles
to a stake in a line of said Stapleton's land;
S. 60 W 50 poles to a large white oak; S 15 W 50 poles
to the beginning. Second entry containing 13
acres more or less lying in Lee County
on the South-east fork of Blackwater Creek
and bounded as follows, beginning on a
hickory in a field on a line of said
Stapleton's land and also a line of a
survey made in the name of William Roberts
and with said line S 50 W 14 poles to a large
white oak, corner to said land; thence
N 3 W 70 poles to a stake corner to a survey
made in the name of Walter Preston and with
a line thereof S 16 W 82 poles to a buckeye and
sugar tree; thence South east near the top of the
cedar knob to said Stapleton's line to a
hickory and black oak; thence with said line
back to the beginning. With all its appar

tenances to have and to hold the said tracts
or parcels of land unto Belaiborne Roberts
and Athalina his wife their heirs &c forever.
Said Lawson and wife further covenant
and agree to defend the title of said
tracts or parcels of land against
all claims of all persons whatsoever.
Said Belaiborne Roberts and Athalina his
wife their heirs &c further agree that if
they fail to comply with the conditions
of a Bond which Lewis Stapleton holds
against said John Lawson and wife this
Deed shall be null and void, other-
wise to remain in full force.

In witness whereof the said John Lawson
and Margaret his wife hath hereunto set
their hands and affixed their seals the day
and year aforesaid.

John Lawson
Margaret Lawson
Mar 12

seal
seal

Virginia, Lee County to wit;

We William P. Smith and John M. Tate
Justices of the Peace in and for Lee County Va
do certify that John Lawson and Margaret
Lawson his wife whose names appear at
the bottom of the above deed bearing date of
August 24th 1881 personally appeared before
us in the county and State aforesaid and

acknowledged the same to be their voluntary act
and deed; and Margaret Lawson his wife
being examined ^{by us} privately and apart from her
husband after having the within writing fully
explained to her declared that she willingly
executed the same and that she has no
desire to retract it. Given under our
hands this the 24th day of August 1881

Jno. M. Tate J.P.
Wm. P. Smith J.P.

Virginia Lee County Court Clerks Office the 5th day of Feb'y 1883.
The foregoing deed bearing date on the 24th day of August 1881
between John Lawson and Margaret his wife parties of the
first part, and Claiborne Roberts and Athelina his wife
parties of the second part, was this day admitted to record

Claiborne Roberts

Deed

John Lawson wife

Recorded Book

Book No. 20 p. 151.

John R. Gibson
Clerk.

(57)

Hand

1883
6:12:5
6:12:5
1883

upon the certificate of Wm. P. Smith J.P. and Jno. M. Tate Justice
of the peace for Lee County Va.

Teste John R. Gibson Clerk

Calls of Joseph Parsons land

Beginning at a maple
at a Rock Jim Robbins corner
with a line thence eastward to a
pine on the bank of James Creek
and down said creek to a spruce
pine at the mouth of Dick branch
thence westwardly to a red oak
on a point of a ridge thence up
said ridge to a red oak corner
to John Pennington's land and
with a line northwardly to a
chestnut, thence westwardly to
a red oak on a point and up
said point west to a red oak
~~on a point~~ thence eastwardly
with a cross fence to a hickory
bush at the foot of a hill thence
east to a Beech on a point thence
up said point northwardly to a
saw wood & chestnut in a line
of John Robbins land. West-
wardly to the Beginning

Joseph Parsons from John Rob-
bins. Please ask and see note from
whom Robbins got this land and in
what survey or patent it is

Joseph Pearson
Hocum

Know all men by these
presents, that we Stokley Lawson
John Mcate & Joseph Millis are held
and firmly bound unto the Com-
monwealth of Virginia in the
just and full sum of One
Hundred Dollars, and for
the prompt payment thereof
we each bind ourselves
heirs &c, and we as to this
bond waive our homestead
exemptions, witness our hands
and seals this 20th July 1886.

The condition of the above
Obligation is such that whereas
an Injunction has been granted
the Jeff Stokley Lawson by the
County Court of Lee County
in the Chancery Cause now
pending in Lee County Circuit
Court of said Stokley Lawson
vs L. Roberts, restraining the
Collection of a certain Judgment
mentioned in said Bill,

Now therefore should the
Plaintiff promptly pay all
costs and damages which
may be awarded against
him, ~~upon~~ the event of said

being dissolved, then this
obligation to be void other-
wise to remain in full
force and virtue.

Stokely Lawson *Seal*

Jno. M. Lau *Seal*
Joseph ^{his} Millis *Seal*
_{mark}

Test J. A. Hyatt & Co.

Stokely Lawson
vs Bond
Co. Proleerty

Filed July 20th 1886
J. A. Hyatt & Co.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU to summon

R. Roberts

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first
Monday *Sept* next, being Rule Day, to answer a Bill in Chancery exhibited in our
Court against *him*, by

Stockley Lawson

And have then and there this Writ, Witness, J. A. G. HYATT, Clerk of our said Court, at the
Court House, this *21st* day of *July*, 188*6*, in the 1*10* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A COPY--TESTE:

Stockley Lawson

vs ³/₃ Spain Chey

W. Roberts

To Sept. Rules 1886

Executed by deli-
vering an office

copy of this spec to

W. Roberts this

August
the 11 1886

S. Lawson, D. B. for

R. S. Flannery & Co